



COUNTY OF SAN LUIS OBISPO  
**DEPARTMENT OF GENERAL SERVICES**

COUNTY GOVERNMENT CENTER • SAN LUIS OBISPO, CALIFORNIA 93408 • (805) 781-5200

DUANE P LEIB, DIRECTOR

**REQUEST FOR PROPOSAL PS-#932  
PROFESSIONAL AIRPORT SECURITY SERVICES**

**October 24, 2006**

The County of San Luis Obispo is currently soliciting proposals for professional services for **AIRPORT SECURITY SERVICES**.

Each proposal shall specify each and every item as set forth in the attached specifications. Any and all exceptions must be clearly stated in the proposal. Failure to set forth any item in the specifications without taking exception, may be grounds for rejection. The County of San Luis Obispo reserves the right to reject all proposals and to waive any informalities.

If your firm is interested and qualified, please submit four, (4) copies of your proposal by 5:00 PM on November 16, 2006 to:

County of San Luis Obispo  
Barbara Adams, Buyer, Central Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408

If you have any questions about the proposal process, please contact me. For technical questions and information contact Craig Piper at (805) 781-4376.

BARBARA ADAMS  
Buyer  
beadams@co.slo.ca.us

**TO:            ALL PROSPECTIVE PROPOSERS**  
**SUBJECT:    LOCAL PROPOSERS PREFERENCE**

The County of San Luis Obispo has established a local vendor preference. All informal and formal Request for Proposals for contracts will be evaluated with a 5% preference for local vendors. Note the following exceptions:

1.     Those contracts which State Law or, other law or regulation precludes this local preference.
2.     Public works construction projects.

A "local" vendor will be approved as such when, 1) It conducts business in an office with a physical location within the County of San Luis Obispo; 2) It holds a valid business license issued by the County or a city within the County; and 3) Business has been conducted in such a manner for not less than six (6) months prior to being able to receive the preference.

As of March 3, 1996 individual County Buyers evaluate RFP's (Request For Proposal) considering the local vendor preference described above. The burden of proof will lie with proposers relative to verification of "local" vendor preference. Should any questions arise, please contact a buyer at 781-5200. All prospective proposers are encouraged to quote the lowest prices at which you can furnish the items or services listed in County proposals.

	YES	NO
Do you claim local vendor preference?		
Do you conduct business in an office with a physical location within the County of San Luis Obispo?		
Business Address: _____		
Years at this Address: _____		
Does your business hold a valid business license issued by the County or a City within the County?		
Name of Local Agency which issued license: _____		
Business Name: _____		
Authorized Individual: _____ Title: _____		
Signature: _____ Dated: _____		

**PROPOSAL SUBMITTAL AND SELECTION**

1. All proposals, consisting of four, (4) copies must be received by mail, recognized carrier, or hand delivered no later than 5:00 PM on November 16, 2006. Late proposals will not be considered.
2. All correspondence should be directed to:

County of San Luis Obispo  
Department of General Services  
1087 Santa Rosa Street  
San Luis Obispo, CA 93408  
Attn: Barbara Adams, Buyer  
Telephone: 805-781-5906
3. Costs of preparation of proposals will be borne by the proposer.
4. It is preferred that all proposals be submitted on recycled paper, printed on two sides.
5. Selection of qualified proposers will be by an approved County procedure for awarding professional contracts.
6. This request does not constitute an offer of employment or to contract for services.
7. The County reserves the option to reject any or all proposals, wholly or in part, received by reason of this request.
8. The County reserves the option to retain all proposals, whether selected or rejected.
9. All proposals shall remain firm for ninety, (90) days following closing date for receipt of proposals.
10. The County reserves the right to award the contract to the firm who presents the proposal which in the judgement of the County, best accomplishes the desired results, and shall include, but not be limited to a consideration of the professional service fee.
11. Selection will be made on the basis of the proposals as submitted. The Selection Committee may deem it necessary to interview applicants. The County retains the right to interview applicants as part of the selection process.
12. The proceedings of the Selection Committee are confidential. Members of the Selection Committee are not to be contacted by the proposers.

## PROPOSAL FORMAT

A qualifying proposal must address the following points:

1.    RFP Title
2.    Applicant or Firm Name
3.    Firm Qualifications
  - a.    Type of organization, size, professional registration and affiliations.
  - b.    Names and qualifications of personnel to be assigned to this project.
  - c.    Outline of recent work, completed or ongoing directly related to the Airport's Requirements. Contractor is required to demonstrate specific knowledge or experience relating to the Airport's Requirements.
  - d.    Client references from recent related work, including name, address and phone number of individual to contact for referral.
  - e.    Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
4.    Understanding of and Approach to Delivering Security Guard Services
  - a.    Summary of approach to be taken.
  - b.    Description of the organization and staffing to be used for the project.
  - c.    Indication of information and participation the proposer will require from County staff.
  - d.    Indication of ability to meet the Airport's Requirements.
  - e.    Copy of current licence(s) issued by the State of California.

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5.    Fees and Insurance

- a.    Propose the hourly rate to complete the work described in this RFP.
- b.    The selected Contractor will be required to provide insurance coverage in the amount of \$ 1,000,000 Commercial General Liability Insurance. This amount of insurance coverage shall be reflected in proposed hourly rate.
- c.    The Contractor shall provide within five (5) days after the Notice of Award is issued a certificate of liability insurance naming the County of San Luis Obispo and its employees and officers as additionally named insured. This shall be maintained in full force and effect for the duration of the contract and must be in an amount and format satisfactory to the County.
- d.    The selected Contractor will be required to defend, indemnify and save harmless the County, its employees, officers, agents, from any and all claims, demands, damages, costs, expenses, judgments or liability of any nature whatsoever which may result from this contract except for claims, demands, damages, costs, expenses or judgments resulting solely from the negligence or willful misconduct of the County.

The County of San Luis Obispo is soliciting proposals for Professional Security Guard Services of an independent contractor at the San Luis Obispo County Airport.

**GENERAL TERMS AND CONDITIONS:**

**1.    INSURANCE:**

Contractor shall obtain and maintain in full-force and effect the following types of insurance:

- a.    Comprehensive General Liability Insurance, containing property damage endorsement. Comprehensive General Liability Insurance shall contain at least a \$1,000,000 combined single limit. Included in this policy:
  1.    Comprehensive Automobile Liability Insurance, including coverage for owned, non-owned, and hired hazards.
  2.    Contractual liability insurance. Blanket contractual liability must be afforded and the policy must contain a cross liability or severability of interest endorsement.
- b.    Workers' compensation insurance, with provisions of Section 3700 of the Labor Code.

The County of San Luis Obispo shall be named as an additional insured on policies required by this paragraph. All insurance policies required by this paragraph shall be primary insurance, and all policies maintained by the County shall be excess insurance. Contractor will file with County prior to commencement of any work under this contract a Certificate of Insurance stating the coverage required.

The insurance must contain the following clause:

"It is agreed that this policy shall not be canceled, non-renewed, or reduced, in scope of coverage until after thirty (30) days notice have been given to the County of San Luis Obispo. If Contractor Fails to provide notice an insurance certificate within seven days of notification by the County, the contract may be canceled by the County."

The contractor assumes and agrees to hold harmless, indemnify, protect, and defend the County of San Luis Obispo against and all liability for injuries and damages to contractor himself and to contractor's employees, agents, and or guests third party or otherwise, incident to or resulting from any and all operations performed by contractor under any of the terms of this proposal.

**2. PRICES:**

Prices, as proposed, shall remain firm through June 30, 2007. A price increase may be allowed for each one year period thereafter, as the result of:

1. Manufacturer or Supplier price increases in the product(s) offered;
2. Governmental or regulatory agency increases to the trade;
3. National Average Consumer Price Index (CPI-U) increases as published by the United States Department of Labor.

Any request for a price increase must be substantiated with documentation from the vendor, a manufacturer, supplier, or governmental agency and must be submitted in writing at least (30) days prior to the effective date of the increase. Overall increases of greater than 3% from prior year prices will not normally be allowed.

**3. USAGE:**

No guarantee of usage is given. Contractor agrees to supply all services shown as needed by the County, at the prices listed regardless of the quantity used.

**4. CANCELLATION:**

Either party may cancel this agreement on 30 days written notice, without cause.

**5. PROPOSALS:**

Proposals are subject to successful negotiation and will either (a) result in a formal contract satisfactory to County Counsel or (b) issuance of a purchase order.

**6. EMPLOYEES OF CONTRACTOR:**

- a. All employees of the contractor shall be in an immediately identifiable uniform at all times during employment under this contract.
- b. Contractor warrants that Contractor and each of the personnel employed or otherwise retained by Contractor are properly certified and licensed under the laws and regulations of the State of California to provide the special services herein agreed to.
- c. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Agreement.

**7. RECORDS:**

- a. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to County upon request.
- b. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- c. Contractor shall prepare and forward such additional or supplementary records as County may reasonably request.

**8. TERM OF CONTRACT:**

The initial term of the contract is approximately three (3) years, with an option to renew for two (2) additional one (1) year terms.

**9. REFERENCES AND ASSURANCES:**

1. Document your firms ability to provide security coverage, as determined to be necessary by the County, up to 24 hour coverage, 365 days per year.
2. Copy of current license(s) issued by the State of California.
3. Provide copies of Certificates of Insurance.
5. Provide contact name, facility, address, and phone numbers of a least five references.
5. Billing rates per regular hour and per overtime as required.



**Airport Requirements**

1. Upon selection of one or more Contractors, Contractor(s) will be contacted by telephone to provide security guard coverage as needed and described herein, beginning on or about December 1, 2006.
2. Contractor should have sufficient previous experience, and be familiar with current laws regarding the authorities and limits with respect to the security guard services.
3. Contractor is expected to comply with the requirements of the Private Investigator Act of the Bureau of Collection and Investigative Services for the State of California, as applicable.
4. Knowledge of and/or experience in an Airport operations environment, including FAA regulations, FAR 107 and FAR 108, is highly desirable.
5. Contractor must have on-duty or on-call qualified supervisors. Supervisors must periodically inspect posts and maintain a written record of such inspections. Supervisors shall be easily identifiable from other employees.
6. The Airports Manager or her designee will have the final approval of qualifications and ability of a security firm to provide services specified herein.
7. No part of this service can be subcontracted without prior written consent of the Airports Manager.
8. Guards will be required to receive and understand orientation and other training on specific duties and communication protocol from County Airports Manager and/or her designee.
9. Any and all Guards must have a security clearance which includes a clean ten (10) year background record and be licensed in accordance with the State of California.
10. Guards will maintain surveillance in two primary areas: inside and around the Airport Terminal, and in and around Airport Parking Areas. One (1) Guard is currently required between approximately the hours of 9 PM to 4:30 AM. The County reserves the right to add or delete coverage requirements as needed.
11. Guards must act in a professional, business like manner and exhibit good personal hygiene/appearance at all times. Guards must have the ability to: direct and/or guide members of the public in vehicles within the airport roads and parking areas; be able to interact with, assist, provide information to, answer questions from members of the public in a courteous, professional, business like manner. The County reserves the right to cause the contractors management to replace any individual guard or guards not meeting this requirement.

**INSURANCE REQUIREMENTS**

Contractor, at its sole cost and expense, shall purchase and maintain the insurance policies set forth below on all of its operations under this Agreement. Such policies shall be maintained for the full term of this Agreement and the related warranty period (if applicable) and shall provide products/completed operations coverage for four (4) years following completion of Contractor's work under this Agreement and acceptance by the County. Any failure to comply with reporting provision(s) of the policies referred to above shall not affect coverage provided to the County, its officers, employees, volunteers and agents. For purposes of the insurance policies required hereunder, the term "County" shall include officers, employees, volunteers and agents of the County of San Luis Obispo, California, individually or collectively.

1. **MINIMUM SCOPE AND LIMITS OF REQUIRED INSURANCE POLICIES**

The following policies shall be maintained with insurers authorized to do business in the State of California and shall be issued under forms of policies satisfactory to the County:

a. **COMMERCIAL GENERAL LIABILITY INSURANCE POLICY ("CGL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office (herein "ISO") Commercial General Liability coverage. (Occurrence Form CG 0001) with policy limits not less than the following:  
\$1,000,000 each occurrence (combined single limit);  
\$1,000,000 for personal injury liability;  
\$1,000,000 aggregate for products-completed operations; and,  
\$1,000,000 general aggregate.  
The general aggregate limits shall apply separately to Contractor's work under this Agreement.

b. **BUSINESS AUTOMOBILE LIABILITY POLICY ("BAL")**

Policy shall include coverage at least as broad as set forth in Insurance Services Office Business Automobile Liability Coverage, Code 1 "Any Auto" (Form CA 0001). This policy shall include a minimum combined single limit of not less than One-million (\$1,000,000) dollars for each accident, for bodily injury and/or property damage. Such policy shall be applicable to vehicles used in pursuit of any of the activities associated with this Agreement. Contractor shall not provide a Comprehensive Automobile Liability policy which specifically lists scheduled vehicles without the express written consent of County.

c. **WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY ("WC/EL")**

This policy shall include at least the following coverages and policy limits:

1. Workers' Compensation insurance as required by the laws of the State of California; and
2. Employer's Liability Insurance Coverage B with coverage amounts not less than one million (\$1,000,000) dollars each accident/Bodily Injury (herein "BI"); one million (\$1,000,000) dollars policy limit BI by disease; and, one million (\$1,000,000) dollars each employee BI by disease.

d. **PROFESSIONAL LIABILITY INSURANCE POLICY ("PL")**

This policy shall cover damages, liabilities, and costs incurred as a result of Contractor's professional errors and omissions or malpractice. This policy shall include a coverage limit of at least One Million Dollars (\$1,000,000) per claim, including the annual aggregate for all claims (such coverage shall apply during the performance of the services under this Agreement and for two (2) years thereafter with respect to incidents which occur during the performance of this Agreement). Contractor shall notify the County if any annual aggregate is eroded by more than seventy-five percent (75%) in any given year.

2.      **DEDUCTIBLES AND SELF-INSURANCE RETENTIONS**

Any deductibles and/or self-insured retentions which apply to any of the insurance policies referred to above shall be declared in writing by Contractor and approved by the County before work is begun pursuant to this Agreement. At the option of the County, Contractor shall either reduce or eliminate such deductibles or self-insured retentions as respect the County, its officers, employees, volunteers and agents, or shall provide a financial guarantee satisfactory to the County guaranteeing payment of losses and related investigations, claim administration, and/or defense expenses.

3.      **ENDORSEMENTS**

All of the following clauses and endorsements, or similar provisions, are required to be made a part of insurance policies indicated in parentheses below:

- a.      A "Cross Liability", "Severability of Interest" or "Separation of Insured" clause (CGL & BAL);
- b.      The County of San Luis Obispo, its officers, employees, volunteers and agents are hereby added as additional insured with respect to all liabilities arising out of Contractor's performance of work under this Agreement (CGL & BAL);
- c.      If the insurance policy covers an "accident" basis, it must be changed to "occurrence" (CGL & BAL);
- d.      This policy shall be considered primary insurance with respect to any other valid and collectible insurance County may possess, including any self-insured retention County may have, and any other insurance County does possess shall be considered excess insurance only and shall not be called upon to contribute to this insurance (CGL, BAL & PL);
- e.      No cancellation or non-renewal of this policy, or reduction of coverage afforded under the policy, shall be effective until written notice has been given at least thirty (30) days prior to the effective date of such reduction or cancellation to County at the address set forth below (CGL, BAL, WC/EL & PL);
- f.      Contractor and its insurers shall agree to waive all rights of subrogation against the County, its officers, employees, volunteers and agents for any loss arising under this Agreement (CGL); and
- g.      Deductibles and self-insured retentions must be declared (All Policies).

4.      **ABSENCE OF INSURANCE COVERAGE**

County may direct Contractor to immediately cease all activities with respect to this Agreement if it determines that Contractor fails to carry, in full force and effect, all insurance policies with coverages at or above the limits specified in this Agreement. Any delays or expense caused due to stopping of work and change of insurance shall be considered Contractor's delay and expense. At the County's discretion, under conditions of lapse, the County may purchase appropriate insurance and charge all costs related to such policy to Contractor.

5.      **PROOF OF INSURANCE COVERAGE AND COVERAGE VERIFICATION**

Prior to commencement of work under this Agreement, and annually thereafter for the term of this Agreement, Contractor, or each of Contractor's insurance brokers or companies, shall provide County a current copy of a Certificate of Insurance, on an Accord or similar form, which includes complete policy coverage verification, as evidence of the stipulated coverages. All of the insurance companies providing insurance for Contractor shall have, and provide evidence of, a Best Rating Service rate of A VI or above. The Certificate of Insurance and coverage verification and all other notices related to cancellation or non-renewal shall be mailed to:

List Shipping Address:

GENERAL SERVICES-COUNTY AIRPORT  
1087 SANTA ROSA ST  
SAN LUIS OBISPO CA 93408

**Indemnification:**

Contractor shall defend, indemnify and hold harmless the County, its officers and employees from all claims, demands, damages, costs, expenses, judgments, attorney fees, liabilities or other losses that may be asserted by any person or entity, including Contractor, and that arise out of or are made in connection with the acts or omissions, relating to the performance of any duty, obligation, or work hereunder. The obligation to indemnify shall be effective and shall extend to all such claims and losses, in their entirety, even when such claims or losses arise from the comparative negligence of the County, its officers and employees. However, this indemnity will not extend to any claims or losses arising out of the sole negligence or willful misconduct of the County, its officers and employees.

The preceding paragraph applies to any theory of recovery relating to said act or omission by the Contractor, or its agents, employees, or other independent contractors directly responsible to Contractor, including, but not limited to the following:

1. Violation of statute, ordinance, or regulation.
2. Professional malpractice.
3. Willful, intentional or other wrongful acts, or failures to act.
4. Negligence or recklessness.
5. Furnishing of defective or dangerous products.
6. Premises liability.
7. Strict Liability.
8. Inverse condemnation.
9. Violation of civil rights.
10. Violation of any federal or state statute, regulation, or ruling resulting in a determination by the Internal Revenue Service, California Franchise Tax Board or any other California public entity responsible for collecting payroll taxes, when the Contractor is not an independent contractor.

It is the intent of the parties to provide the County the fullest indemnification, defense, and "hold harmless" rights allowed under the law. If any word(s) contained herein are deemed by a court to be in contravention of applicable law, said word(s) shall be severed from this contract and the remaining language shall be given full force and effect.